UNITED STATES OF AMERICA BEFORE THE NATIONAL LABOR RELATIONS BOARD REGION 25

In the Matter of:)
COUPLED PRODUCTS, LLC,)
Respondent, and) Case No. 25-CA-031883) 25-CA-062263
)
INTERNATIONAL UNION, UNITED)
AUTOMOBILE, AEROSPACE AND)
AGRICULTURAL IMPLEMENT WORKERS)
OF AMERICA, UAW,)
)
Charging Party.)

CHARGING PARTY'S EXCEPTIONS

The International Union, United Automobile, Aerospace and Agricultural Implement Workers of America, UAW ("International Union"), by counsel, and pursuant to the Rules and Regulations of the National Labor Relations Board ("NLRB" or "Board"), excepts to the Administrative Law Judge's Decision in this matter.

- 1. The Union excepts to the Administrative Law Judge's factual finding that according to Respondent representative's uncontroverted testimony, the Union's bargaining committee was informed in late 2010 and early 2011 that while the Respondent as a whole was making a profit, the Columbia City facility was losing money (Tr. 474-475)." (ALJD p. 3, Il.8-10.)
- 2. The Union excepts to the Administrative Law Judge's factual findings to the extent that he credited Respondent representative's statement that in both 2010 and 2011 the

Respondent was profitable. (ALJD p. 3, Il. 10-11, p. 13, Il. 30-34.).)

- 3. The Union excepts to the Administrative Law Judge's factual findings to the extent that he credited the Union with knowledge that Coupled Products, LLC, was profitable as a company. (ALJD p. 3, Il. 8-11, p. 13, 31-34.)
- 4. The Union excepts to the Administrative Law Judge's factual finding that in order to prepare a bargaining proposal, Respondent's representative gathered information on wages paid by manufacturing facilities in the area. (ALJD p. 5, ll. 1-3.)
- 5. The Union excepts to the Administrative Law Judge's factual finding that Respondent's representative "used the website for the Bureau of Labor to find comparable wages for area employers" to the extent that he credited the representative's testimony that the employers and wages were "comparable." (ALJD p. 5, Il. 9-10.)
- 6. The Union excepts to the Administrative Law Judge's factual findings to the extent that he found that the information Respondent provided to the Union was useful to the parties' bargaining process or relevant to the claims the Respondent made at the bargaining table. (ALJD p. 5, Il. 8-17.)
- 7. The Union excepts to the Administrative Law Judge's factual findings to the extent that he found the Union was not interested in any relevant information proffered by Respondent at the bargaining table. (ALJD p. 6, ll. 12-16, fn. 9.)
- 8. The Union excepts to the Administrative Law Judge's factual finding that in a May 24 meeting, Respondent's representative "said that the Respondent was not willing to pay the existing wages at the Columbia City facility but did not say that the Respondent was unable to pay the existing wages." (ALJD p. 7, Il. 36-39.)

- 9. The Union excepts to the Administrative Law Judge's factual finding that "none of the notes introduced in evidence at the hearing indicate that [Respondent's representative] made a definitive statement regarding the Respondent's inability to pay existing wages." (ALJD p. 7, 1l. 39-40.)
- 10. The Union excepts to the Administrative Law Judge's factual finding that direct testimony at the trial did not indicate that Respondent claimed an inability to pay. (ALJD p. 7, ll. 40-41.)
- 11. The Union excepts to the Administrative Law Judge's implied factual finding that the Respondent clearly communicated to the Union the grounds for the concessions it sought in its proposal at the bargaining table. (ALJD p. 13, Il. 28-34.)
- 12. The Union excepts to the Administrative Law Judge's factual finding that the Respondent distinguished between its overall finances and the finances of the Columbia City facility when communicating with the Union. (ALJD p. 13, ll. 28-30.)
- 13. The Union excepts to the Administrative Law Judge's implied conclusion of law that even though the Respondent communicated to the Union it was losing money at the facility, the fact that it was not losing money as a whole allowed it to withhold relevant information from the Union (ALJD p. 13, Il. 2-34.)
- 14. The Union excepts to the Administrative Law Judge's conclusion of law that "the Respondent's statements that it needed wage and benefit reductions at the Columbia City facility in order to remain competitive does not obligate the Respondent to accede to the Union's request that it be permitted to audit its general financial records." (ALJD p. 14, Il. 6-8.)
 - 15. The Union excepts to the Administrative Law Judge's failure to find, as a matter

of fact, that the Respondent's communications to the Union conveyed an inability to pay their wages.

- 16. The Union excepts to the Administrative Law Judge's failure to conclude, as a matter of law, that the Respondent's communications to the Union triggered an obligation to provide relevant data to support those communications.
- 17. The Union excepts to the Administrative Law Judge's legal conclusion that an explicit assertion of an inability to pay is required to trigger the Respondent's duty to provide relevant data at the bargaining table. (ALJD p. 14, ll. 10-13.)
- 18. The Union excepts to the Administrative Law Judge's implied legal conclusion that to be required to divulge relevant financial information, Respondent must have explicitly declared that it would not survive as a business in order to justify its demands at the bargaining table. (ALJD p. 14, Il. 13-25.)
- 19. The Union excepts to the Administrative Law Judge's legal conclusion that under governing legal standards, "it is clear that the Respondent never claimed an inability to pay the Union's demands." (ALJD p. 14, ll. 24-25.)
- 20. The Union excepts to the Administrative Law Judge's legal conclusion that because Respondent's representative stated that the Respondent was only losing money at the Columbia City facility, it had no obligation to turn over relevant financial information to support that claim. (ALJD p. 14, Il. 24-27.)
- 21. The Union excepts to the Administrative Law Judge's factual finding that
 Respondent's representative consistently emphasized that the Respondent needed wage
 concessions regarding its nonskilled employees and a reduction in the cost of benefits in order to

be competitive. (ALJD p. 14, ll. 27-30.)

- 22. The Union excepts to the Administrative Law Judge's factual finding that information provided by the Respondent regarding the wages of unskilled employees in the area supported the Respondent's bargaining position. (ALJD p. 14, ll. 31-33.)
- 23. The Union excepts to the Administrative Law Judge's factual finding that the Respondent's communications to the Union were specific and consistent throughout negotiations. (ALJD p. 14, ll. 27-30).
- 24. The Union excepts to the Administrative Law Judge's legal conclusion that Respondent's June 17 letter to the Union dissolved any obligation the Respondent had to provide relevant financial information. (ALJD p. 15, ll. 1-9.)
- 25. The Union excepts to the Administrative Law Judge's legal conclusion that "there is no credible evidence that the Respondent maintained the position that it was unable to pay existing wages and benefits" and that therefore the "Respondent did not violate Section 8(a)(5) and (1) of the act by refusing the Union's request to review and audit its general financial records." (ALJD p. 15, ll. 11-14.)
- 26. The Union excepts to the Administrative Law Judge's factual finding that, after being provided a document that did "not appear to be of much use to the Union in determining the effect the cost of labor and benefits had on the purported loss at the Columbia City facility," the Union "never sought a more detailed explanation as to how the document was prepared or how the various line items were calculated." (ALJD p. 15, Il. 21-24.)
- 27. The Union excepts to the Administrative Law Judge's factual finding that "Respondent never claimed it was losing money as a whole or that its survival was an issue" and

therefore "the Respondent did not base its proposal on financial hardship or the inability to pay the current wages and benefits." (ALJD p. 16, ll. 8-18.)

- 28. The Union excepts to the Administrative Law Judge's factual findings that Respondent "claimed that only the Columbia City facility was losing money and therefore it sought labor cost reductions at that facility" and "Respondent always focused on the alleged financial condition of its Columbia City plant and never linked its continuation as a company to the proposals it made regarding that facility." (ALJD p. 16, II. 9-12.)
- 29. The Union excepts to the Administrative Law Judge's legal conclusion that since the Respondent alleged it was profitable elsewhere, it had no obligation to detail the status of its finances at the Columbia City facility where it was bargaining. (ALJD p. 16, ll. 8-36.)
- 30. The Union excepts to the Administrative Law Judge's legal conclusion that because prior to negotiations, Respondent indicated it was profitable as a whole, "the facts in the instant case do not establish a nexus between statements made by the Respondent during negotiations regarding its desire for concessions at the Columbia City plant and its survivability during the term of the contract." (ALJD p. 16, ll. 34-36.)
- 31. The Union excepts to the Administrative Law Judge's legal conclusion that even though the survival of the plant where the contract was being bargained was placed at issue by the Company, because the survivability of the entire company was not placed at issue, the Respondent had no obligation to divulge relevant financial documents. (ALJD p. 17, Il. 20-22.)
- 32. The Union excepts to the Administrative Law Judge's legal conclusion that the Respondent was not "obligated to provide the Union with information necessary to justify its concessionary proposal." (ALJD p. 17, ll. 24-31.)

- 33. The Union excepts to the Administrative Law Judge's legal conclusion that the Respondent had no "duty to comply with the request to the extent it encompassed relevant information necessary to verify its assertions." (ALJD p. 17, ll. 24-31.)
- 34. The Union excepts to the Administrative Law Judge's legal conclusion that the Union was not entitled to relevant information because "the Union did not make [sic] specific request for information to evaluate the specifics of the Respondent's claim that it needed concessions in order to make the Columbia City plant more competitive." (ALJD p. 18, ll. 1-5.)
- 35. The Union excepts to the Administrative Law Judge's legal conclusion that the governing legal standard establishes that, as a matter of law, the Union was not entitled to an audit of the Respondent's financial records "based on the claim that concessions are necessary in order to be competitive." (ALJD p. 18, Il. 3-5.)
- 36. The Union excepts to the Administrative Law Judge's finding of fact that the Union requested general financial information instead of a specific request. (ALJD p. 18, ll. 27-30.)
- The Union excepts to the Administrative Law Judge's legal conclusion that the Union was not entitled to relevant information necessary to support Respondent's position at the bargaining table if the Union makes a general request for financial information. (ALJD p. 18, ll. 27-30.)
- 38. The Union excepts to the Administrative Law Judge's legal conclusion that the standards for providing relevant information in response to a request are different depending on whether the information is "presumptively relevant." (ALJD p. 18, ll. 31-37.)
 - 39. The Union excepts to the Administrative Law Judge's legal conclusion that when

a Union makes a request to obtain the employer's financial records, and the request is overbroad, the proper response is to dismiss the case rather than order the employer to either request clarification or comply with a request to the extent it encompasses necessary and relevant information. (ALJD p. 18, Il. 39-43.)

- 40. The Union excepts to the Administrative Law Judge's legal conclusion that the Union was forcing the Respondent to "to guess at what information contained within its financial records could prove helpful to a union in evaluating its assertions made at the bargaining table and to provide such information" and therefore the Union was not entitled to any relevant information. (ALJD pp. 18, l. 46, p. 19 ll. 1-2.)
- 41. The Union excepts to the Administrative Law Judge's legal conclusion that Respondent did not violate Sections 8(a)5 and (1) of the Act by refusing to permit the union to review and audit its financial records. (ALJD p. 19, ll. 4-6.)
- 42. The Union excepts to the Administrative Law Judge's dismissal of the allegation in the Acting General Counsel's Complaint concerning the Union's information request. (ALJD p. 19, ll. 4-6.)
- 43. The Union excepts to the Administrative Law Judge's legal conclusion that the parties were at a valid impasse when the Respondent implemented its final offer. (ALJD p. 19, ll. 17-18.)
- 44. The Union excepts to the Administrative Law Judge's dismissal of the allegation in the Acting General Counsel's Complaint concerning the Respondent's implementation of its final offer. (ALJD p. 19, ll. 18-20.)
 - 45. The Union excepts to the Administrative Law Judge's legal conclusion that the

Respondent did not commit any unfair labor practices and that therefore the Union was not on an unfair labor practice strike. (ALJD p. 19, ll. 22-24.)

46. The Union excepts to the Administrative Law Judge's failure to find that the Union was on an unfair labor practice strike.

Respectfully submitted,

MACEY SWANSON AND ALLMAN

/s/ Jeffrey A. Macey
Jeffrey A. Macey
Attorney for the Union

MACEY SWANSON AND ALLMAN

445 North Pennsylvania Street, Suite 401 Indianapolis, IN 46204-1800

Phone: (317) 637-2345 Fax: (317) 637-2369

E-mail: jmacey@maceylaw.com

CERTIFICATE OF SERVICE

The undersigned, an attorney, certifies that he served the foregoing Exceptions on the Respondent's Counsel and Acting General Counsel via electronic means, this 18th day of July, 2012:

/s/ Jeffrey A. Macey
Jeffrey A. Macey, #28378-49
Attorney for the Union